REMARKS

Claims 1-16 are pending.

Claim 1 has been amended and Claims 11 and 12 have been canceled. The limitations of Claims 10 and 11 have been incorporated into Claim 1.

Entry of the Response and Declaration of Kathy A. Welch filed April 19, 2006, is requested. Reconsideration and allowance of Claims 1-10 and 13-16 in view of the Response and Declaration of Kathy A. Welch submitted April 19, 2006, and the following remarks are respectfully requested.

In the December 19, 2005 Office Action the Examiner states that Neogi et al teaches that bleaching indirectly elevates whiteness and that consumer preference is toward a brighter and whiter product.

First, pursuant to 37 C.F.R.§ 1.131, the Declaration of Kathy A. Welch removes the Neogi reference and its teachings. Applicants submit that without the Neogi reference the *prima facie* case of obviousness fails. Neogi teaches that while highly bleached pulps are "whiter" than their less-bleached cousins, they are still yellow-white in color and a yellow-white product is undesirable. The Neogi reference makes clear that bleaching directly elevates brightness, but only indirectly elevates whiteness. The Neogi reference states that whiteness can be improved beyond that achievable with bleaching by addition of the colorant. Applicants respectfully submit that, without the Neogi reference, there is no teaching, suggestion or motivation to combine the teachings of Hansen and Cook to arrive at the claimed invention.

Regarding the Hansen reference, the Examiner states that the disclosure teaches the use of an alpha-hydroxypolycarboxylic acid and a polyol can cause intrafiber crosslinking (column 34, lines 4-6, 20-28). Applicant submits that in this case Hansen only teaches that binders that can also crosslink are polyols, polyaldehydes, polycarboxylic acids and polyamines and there is no reference to an alpha-hydroxypolycarboxylic acid, furthermore, there is no suggestion of the combination of a polycarboxylic acid with a polyol in a crosslinking reaction with cellulose fibers. Column 4, lines 41-46 only gives examples of binders that have at least two functionalities on the molecule and include binders such as polyols, polyamides, polycarboxylic acids, polyaldehydes, amino alcohols and hydroxyl acids.

Hansen teaches the combination of binders and refers to these in the context of those that have a functional group that is capable of forming a hydrogen bond or a coordinate covalent bond with particles that have a hydrogen bonding or coordinate covalent bonding functionality (column 4, lines 52-59 and column 3, lines 55-60). Hansen states that specific types of binders that can crosslink are polyaldehydes, polycarboxylic acids and polyamines. When these are used during the curing step in forming fibers with high bulk, the binding affinity is lost thus destroying the invention. Accordingly, to maintain the binding capability of the binder, Hansen indicates that in processes that use binders that can act as crosslinkers, the fibers should contain at least 20 % water to prevent covalent bond formation during curing of the fibers thus achieving his invention. Applicants submit that Hansen does not teach the combination of the crosslinking agent and a polyol to achieve the instant invention, rather, he teaches that these are used alone or in combination to achieve the binding effect in his invention. Thus there is no motivation in the reference to combine with Cook.

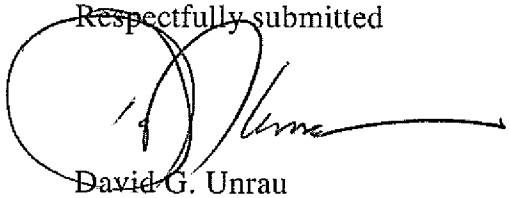
In column 53, Example 32, lines 37-53, Hansen states that in certain situations the binder can also form covalent intrafiber crosslinks. Polycarboxylic acids (such as citric acid), polyols, (such as dipropylene glycol) and polyamines such as ethylene diamine) can function as crosslinking agents and are consumed during the curing step in the formation of covalent crosslinks. Accordingly, in the limited case in which the crosslinking agent is also a binder, steps should be taken to prevent the binder from being consumed as a crosslinker in the curing step thus maintaining its binding ability. Applicants submit that even in these situations where the binder may act as a crosslinking agent, Hansen does not teach the combination of a crosslinking agent and a polyol in the intrafiber crosslinking reaction.

Thus Hansen either alone or with Cook does not teach, suggest or provide any motivation of a combination to arrive at all the elements of the claimed invention.

CONCLUSION

In view of the previously filed Response, the Declaration of Kathy A. Welch, the amended claims and the foregoing remarks, applicants submit claims 1-10 and 13-16 are in condition of allowance. If any issues remain that may be expeditiously addressed in a telephone interview, the Examiner is encouraged to telephone the applicant's agent.

Respectfully submitted



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